

June 18, 2018

KEN SMITH
AK OPERATOR CERTIFICATION

The following water/wastewater operator has applied to South Dakota to receive an Operator Certificate thru reciprocity. South Dakota will grant certificates by reciprocity to operators coming from states where their certification program is of a standard not lower than ours and will extend reciprocal privileges to our operators.

Please answer the following questions concerning your operator certification program so that the South Dakota Board of Operator Certification may make a decision at their next Board meeting (September 11, 2018) as to whether certification should be granted.

Name Michael E Gallegos

Address PO Box 72482, Fairbanks AK 99707

License Held Water Treatment 1, certificate #23551

What is the education requirement (HS graduation, years of post-secondary, etc.) for this license(s)?

High school graduation or GED

What is the work experience requirement for this license(s)?

1 year of experience as a water/wastewater operator, 6 months of which must be earned specifically in a water treatment level 1 or higher water treatment plant

Was a written exam taken to gain this license(s)? Yes

What type of questions is on the exam? ABC level 1 water treatment exam

What is the minimum score to pass the exam? 70 out of 100 questions

Is your certification program mandatory? Community, Non-Transient Non-Community, and Transient Non-Community systems using surface water must be supervised by an operator certified to the level of the system.

Is this license(s) valid at this time? Yes, it comes up for renewal on 12/31/2020.

Will your program grant reciprocity to all South Dakota water and wastewater operators if minimum requirements are met? Note-South Dakota will grant reciprocity on a case-by-case basis. We compare the education/work experience requirements for your certificate with the requirements for our SD certificates. We do NOT review the education/experience of the operator himself. It is also required that your state will grant reciprocity to our operators coming to your state.

Yes

Comments Alaska also grants reciprocity on a case-by-case basis and will review prior education/experience to determine eligibility for operators who apply.

Name and title of person completing this form-

Dan DeSloover, Environmental Program Specialist II

Please check which certificates your agency issues-

X Water Treatment

X Water Distribution

X Wastewater Treatment

X Wastewater Collection

South Dakota's Operator Certification Law can be found at-

<http://legis.sd.gov/statutes/DisplayStatute.aspx?Type=Statute&Statute=34A-3>

Our regulations are contained within- <http://legis.sd.gov/rules/DisplayRule.aspx?Rule=74:21:02>

Feel free to write your answers on this sheet, and please include a copy of your regulations concerning Operator Certification. **Please email or fax your reply if possible.** If there are any questions on this matter, feel free to contact me in Pierre. Thank you for your help.

Sincerely,



Rob Kittay-Secretary
Board of Operator Certification
523 E Capitol
Pierre SD 57501

Phone: 605-773-4208

Fax: 605-773-5286

E-mail: rob.kittay@state.sd.us

Web Site: <http://denr.sd.gov/des/dw/opcertqa.aspx>

605-773-4208 Rob Kittay spoke with 6/12/18 10:15 am

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

APPLICATION FOR OPERATOR CERTIFICATION THRU RECIPROCITY

INSTRUCTIONS TO APPLICANTS:

Application must be received by the Secretary at least FOUR WEEKS BEFORE THE NEXT MEETING OF THE BOARD OF OPERATOR CERTIFICATION. One certificate per application. Fax application to 605-773-5286 or mail application to:

Rob Kittay-Secretary
Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181

Applications for certification thru reciprocity are reviewed on a case-by-case basis by the Board of Operator Certification. Requirements for the certificate presently held in your state are compared to the requirements for the desired certificate in South Dakota. A copy of the certificate presently held should be included with the application. Each application must be accompanied by a check or money order for \$10.00 made out to "DENR". If you fax application, please submit fee through the mail.

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Gallegos Michael E
Last First Middle
2. Home Mailing Address P.O. Box 72482, Fairbanks, AK 99707
3. Phone 985 687 5893 Fax _____
4. Email Address Michael.gllgs@gmail.com

South Dakota Certificate Desired (Check only one)

- #1 Test
- #2 reciprocity
- x2 Applications
x1 Envelope
- ☒ Water Treatment I
 - ☐ Water Distribution
 - ☒ Wastewater Treatment
 - ☐ Wastewater Collection
 - ☐ Small Water Treatment
 - ☐ Small WW System/
Stabilization Pond

Certificate Level (Check only one)

- ABC water I passing Test
Results Attached.
- ☒ I
 - ☒ II
 - ☐ III
 - ☐ IV

5. Certificate Now Held _____ From Which State AK
6. Was an exam passed to acquire this certificate? Check one. Yes ☒ No ☐

7. Is this certificate valid with all fees up-to-date? Check one. Yes ☒ No ☐

EDUCATION AND TRAINING

Are you a high school graduate? Check one. Yes ☒ No ☐ GED ☐ If no, year completed _____

College/Vo-tech Name	Dates Attended	Major	Date Graduated
The College of Santa Fe	87, 91	BUSINESS BA	1991
" " " "	87, 88	BUSINESS AA	1988
J.D. American Justice	84, 16	LAW	2016

List other educational courses completed such as correspondence school, operators' short courses, etc. Give date, name, and location of such courses.

Operator Record: Attached. Course work C.E.U's
OJT Experience
College degrees

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title Lengthy Resume Attached Date Employed Attached

Supervisor Name and Title Unemployed

Describe in detail your daily duties as related to the exam for which you are applying (Be Specific!)

It's not rocket science.

List other job experience which you feel will pertain to your certification qualifications.

Resume Attached

Dates	Employer Name/Location	Specific Job Duties Related to Exam Applied For

I hereby certify that this application contains no willful misrepresentations or falsifications and that the information given is true and complete.

Signature Michael Gallagher Date 6/12/18

Print Form

Save As

Clear Form

Oper#	3595
Cert Date	
Reciprocity Approved	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cash	Check PD-115
DENR Use Only	



THE STATE
of **ALASKA**

GOVERNOR BILL WALKER

Department of Environmental
Conservation

DIVISION OF WATER
Technical Assistance & Financing

P.O. Box 11800 / 410 Willoughby Ave., Ste. 303
Juneau, Alaska 99811-1800
Main: 907.465.1139 / Fax: 907.465.5177

May 29, 2018

Michael E. Gallegos
P.O. Box 72482
Fairbanks, AK 99707

Dear Mr. Gallegos:

Congratulations on passing the following Operator Certification exam(s).

System	Level	Score
Water Treatment	Provisional	79

Now that you have passed the certification exam your options are:

1. Apply for certification: If you feel you have met the eligibility requirements for certification, then visit dec.alaska.gov/water/opcert and click on the "Apply for Certification" link.
2. Register to take the next level exam: Visit dec.alaska.gov/water/opcert and click on the "Register for an Exam" link.
3. Wait until you are eligible for certification, then submit an application: This passing score is valid until 12/31/20 or for as long as you hold active certification in the same system type.

Congratulations on your achievement! Please call if you have questions regarding the Operator Certification Program.

Sincerely,

Daniel DeSloover
Environmental Program Specialist II
Operator Training and Certification Program

called

June 18, 2018

KEN SMITH
AK OPERATOR CERTIFICATION

The following water/wastewater operator has applied to South Dakota to receive an Operator Certificate thru reciprocity. South Dakota will grant certificates by reciprocity to operators coming from states where their certification program is of a standard not lower than ours and will extend reciprocal privileges to our operators.

Please answer the following questions concerning your operator certification program so that the South Dakota Board of Operator Certification may make a decision at their next Board meeting (September 11, 2018) as to whether certification should be granted.

Name Michael E Gallegos

Address PO Box 72482, Fairbanks AK 99707

License Held Wastewater Treatment 2 #13598

What is the education requirement (HS graduation, years of post-secondary, etc.) for this license(s)?

High school graduation or GED

What is the work experience requirement for this license(s)?

3 years of qualifying experience as a wastewater/water operator, 18 months of which must specifically be in a level 1 or higher wastewater treatment plant.

Was a written exam taken to gain this license(s)? Yes

What type of questions is on the exam? ABC level 2 wastewater treatment exam

What is the minimum score to pass the exam? 70 out of 100 questions

WW II

Is your certification program mandatory? Wastewater treatment facilities that have 100 or more service connections or that serve 500 or more individuals per day are required to be supervised by an operator certified to the level of the system.

Is this license(s) valid at this time? Yes, it comes up for renewal on 12/31/2020.

Will your program grant reciprocity to all South Dakota water and wastewater operators if minimum requirements are met? Note-South Dakota will grant reciprocity on a case-by-case basis. We compare the education/work experience requirements for your certificate with the requirements for our SD certificates. We do NOT review the education/experience of the operator himself. It is also required that your state will grant reciprocity to our operators coming to your state.

Yes

Comments Alaska also grants reciprocity on a case-by-case basis and will review prior education/experience to determine eligibility for operators who apply.

Name and title of person completing this form-

Dan DeSloover, Environmental Program Specialist II

Please check which certificates your agency issues-

☒ Water Treatment

☒ Water Distribution

☒ Wastewater Treatment

☒ Wastewater Collection

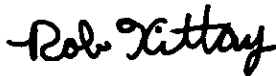
South Dakota's Operator Certification Law can be found at-

<http://legis.sd.gov/statutes/DisplayStatute.aspx?Type=Statute&Statute=34A-3>

Our regulations are contained within- <http://legis.sd.gov/rules/DisplayRule.aspx?Rule=74:21:02>

Feel free to write your answers on this sheet, and please include a copy of your regulations concerning Operator Certification. **Please email or fax your reply if possible.** If there are any questions on this matter, feel free to contact me in Pierre. Thank you for your help.

Sincerely,



Rob Kittay-Secretary
Board of Operator Certification

523 E Capitol

Pierre SD 57501

Phone: 605-773-4208

Fax: 605-773-5286

E-mail: rob.kittay@state.sd.us

Web Site: <http://denr.sd.gov/des/dw/opcertqa.aspx>

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

APPLICATION FOR OPERATOR
CERTIFICATION THRU RECIPROCITY

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Rob Kittay-Secretary
Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181

Applications for certification thru reciprocity are reviewed on a case-by-case basis by the Board of Operator Certification. Requirements for the certificate presently held in your state are compared to the requirements for the desired certificate in South Dakota. A copy of the certificate presently held should be included with the application. Each application must be accompanied by a check or money order for \$10.00 made out to "DENR". If you fax application, please submit fee through the mail.

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Gallejos Mike E
Last First Middle
2. Home Mailing Address P.O. Box 72482
3. Phone 985 687 5893 Fax _____
4. Email Address Michael.gallejos@gmail.com

South Dakota Certificate Desired
(Check only one)

- ☐ Water Treatment
☐ Water Distribution
☒ Wastewater Treatment
☐ Wastewater Collection
☐ Small Water Treatment
☐ Small WW System/
Stabilization Pond

Certificate Level
(Check only one)

- ☐ I
☒ II
☐ III
☐ IV

5. Certificate Now Held wastewater II From Which State AK
6. Was an exam passed to acquire this certificate? Check one. Yes ☒ No ☐

7. Is this certificate valid with all fees up-to-date? Check one. Yes ☒ No ☐

EDUCATION AND TRAINING

Are you a high school graduate? Check one. Yes ☒ No ☐ GED ☐ If no, year completed _____

College/Vo-tech Name	Dates Attended	Major	Date Graduated
The College of Santa Fe	87 - 91	Business	91
" " " "	87 - 88	Business	88
American Justice Foundation	14 - 16	Law	16

List other educational courses completed such as correspondence school, operators' short courses, etc. Give date, name, and location of such courses.

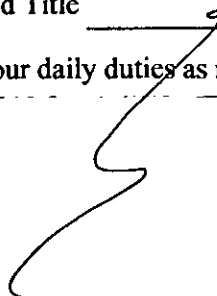
See Operator Record attached.

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title Unemployed Date Employed See Resume

Supervisor Name and Title _____

Describe in detail your daily duties as related to the exam for which you are applying (Be Specific!)



operator record

List other job experience which you feel will pertain to your certification qualifications. Resume

Dates	Employer Name/Location	Specific Job Duties Related to Exam Applied For

I hereby certify that this application contains no willful misrepresentations or falsifications and that the information given is true and complete.

Signature Michael Gallias Date 6/12/18

Print Form

Save As

Clear Form

Oper#	3595
Cert Date	
Reciprocity Approved	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cash	Check <u>PD-116</u>
DENR Use Only	



THE STATE
of **ALASKA**

GOVERNOR BILL WALKER

Department of Environmental
Conservation

DIVISION OF WATER
Operations Assistance

P.O. Box 11800 / 410 Willoughby Ave., Ste. 303
Juneau, Alaska 99811-1800
Main: 907.465.1139 / Fax: 907.465.5177

Michael E. Gallegos
P.O. Box 72482
Fairbanks, AK 99707

July 5, 2017

Operator Record:

Dear Mr. Gallegos:

Please verify the information below and inform the Operator Certification Program of any corrections or changes.

You hold the following certificate(s):

System	Level	Number	Issue Date	Expiration Date	CEU Req. Met?
Wastewater Collection	1	13444	4/24/09	12/31/17	Yes
Wastewater Treatment	2	13598	4/10/09	12/31/17	Yes
Small Water System*	T	22532	8/29/16	12/31/18	Yes

Department records indicate that you work at the following system(s):

Facility Type and/or Name	Facility Owner
Nonregulated Wastewater System	Operator

The Department has the following courses on file:

Course Name	Date	CEUs	Core?	Drinking Water Core?
AWWA Online Water Treatment Operator Level 3	05/23/17	6.00	Yes	No
ADEC Small Water Systems Video Information Series	10/07/16	3.00	Yes	Yes
American Water College Onlie: Pumps and Motors Review	01/13/16	0.10	Yes	No
American Water College: Wastewater Treatment Exam Review Grade 3 - 5	10/28/15	2.30	Yes	No
CSU Manage for Success	03/01/15	4.50	Yes	Yes
CSU Small Water Systems O&M	07/01/14	9.00	Yes	Yes
CSU Membrane Bioreactors	11/01/13	1.00	Yes	No
CSU Pretreatment Facility Inspection	06/01/13	4.50	Yes	No
HAZWOPER	08/05/11	2.40	No	No
CSU Water Treatment Plant Operation Vol. 2	07/01/11	9.00	Yes	Yes
CSU Water Distribution System Operation and Maintenance	02/05/10	9.00	Yes	Yes
CSU Water Treatment Plant Operation Vol. 1	01/21/10	9.00	Yes	Yes
CSU Operation of Wastewater Treatment Plants Vol. 2	08/01/09	9.00	Yes	No
Basic Math	06/18/08	0.80	Y	

ABC Test University of Alaska

Individual Mastery:

Alaska Water Treatment Operator Class I

Student ID Galle5915

On 5/29/2018 at 1:58:43 PM

Objective	Score	%	0.....100
Area 1 - Treatment	21 of 30	70.00	
<i>Treatment Process</i>			
Area 2 - Lab	10 of 13	76.92	
<i>Laboratory Analysis</i>			
Area 3 - Equipment O&M	21 of 27	77.78	
<i>Equipment Operation and Maintenance</i>			
Area 4 - Source Water	9 of 10	90.00	
<i>Source Water Characteristics</i>			
Area 5 - Safety, Admin, Etc.	18 of 20	90.00	
<i>Security, Safety, Compliance, and Administrative Procedures</i>			
Summary:			
Points Earned	79		
Objectives Mastered	28		
Objectives Partially Mastered	7		
Objectives Not Mastered	4		
Areas Mastered	5		
Areas Partially Mastered	0		
Areas Not Mastered	0		

ALASKA

TABLE A
GENERAL OPERATOR EDUCATION AND EXPERIENCE
REQUIREMENTS*
(in years)

Operator Level										
	Provisional		1		2		3		4	
System Type	Ed.	Op. Exp.	Ed.	Op Exp.	Ed.	Op. Exp.	Ed.	Op. Exp.	Ed.	Op. Exp.
Wastewater Collection	12	**	12	1	12	3	13	4	13	6
Wastewater Treatment	12	**	12	1	12	3	14	4	16	4
Water Distribution	12	**	12	1	12	3	13	4	13	6
Water Treatment	12	**	12	1	12	3	14	4	16	4

Notes: Required periods of education and experience are reflected in years. Twelve years of education represents a high school diploma or general educational development (GED) diploma. The department will waive the minimum education requirement for the provisional level and level 1 in accordance with (e)(6) of this section.

*Additional experience and education criteria and substitution requirements are set out in (b) — (g) of this section.

**Three months of operating experience or the completion of a department-approved training course, as described in (c)(1) of this section is required.

Abbreviations:

Ed. - Education Op. Exp. - Operating Experience

dec.opcert@alaska.gov

WASTE WATER FACILITIES ADMINISTRATION AGREEMENT

This Agreement is made and entered into this 1st day of JANUARY, ²⁰¹⁷~~2015~~, by and between Mid-Dakota Rural Water System, Inc., P.O. Box 318, Miller, South Dakota, 57362 ("Mid-Dakota") and the City of Alpena, a South Dakota Municipal Corporation, PO Box 75, Alpena, SD 57312 ("City").

RECITALS

- A. Mid-Dakota owns and operates a rural water distribution system in several counties in central South Dakota, including Jerauld County and City.
- B. City owns and operates a waste water disposal system, including lift stations, waste water lagoons, pipelines and appurtenances ("the Waste Water System").
- C. City desires to maintain ownership of the Waste Water System, but have Mid-Dakota manage the day-to-day operation of the Waste Water System, including operations, maintenance, repairs and billing.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

1. Definition of Terms:

- a) "Minor Repairs," repairs with a total material and labor cost per occurrence equal to or less than \$500;
- b) "Major Repairs," repairs or capital improvements with a total material and labor cost per occurrence greater than \$500.

2. Duties of Mid-Dakota.

Effective on the first day of the first month following execution of this Agreement, Mid-Dakota shall manage and administer the Waste Water System. It is specifically understood and agreed that Mid-Dakota shall have no responsibility of any kind relating to any of City's other municipal functions unless otherwise agreed to by a separate written agreement attached to and labeled as an appropriate exhibit to this Agreement. Mid-Dakota, as manager and administrator

of the Waste Water System, shall be responsible for the following:

- a) The day-to-day operation and maintenance of the Waste Water System, including inspections and response to requests for service;
- b) Making "Minor Repairs" to the Waste Water System, subject to the terms and conditions set out in paragraphs 1 & 3;
- c) Contracting for and supervising "Major Repairs" to the Waste Water System subject to the terms and conditions set out in paragraph 1 & 3;
- d) Billings and collections;
- e) Such other duties and responsibilities as the parties may agree upon in writing.

3. Repairs.

Mid-Dakota may make Minor Repairs to the Waste Water System as it deems appropriate without consulting with City. When Mid-Dakota in good faith determines that Major Repairs are necessary, it shall forthwith so notify City. No Major Repairs shall be undertaken without the written consent of City. In the case of Major Repairs, Mid-Dakota shall (upon City's consent to such Major Repair or Capital Improvement) be responsible for bidding or selecting a contractor on City's behalf, consistent with applicable law, and shall administer the contract during construction. Any such contract shall be directly between City and the contractor, and City shall be directly responsible to the contractor for payment of any amounts due the contractor. Mid-Dakota shall have no obligation to pay any such contractors.

4. City Customer Billings.

Mid-Dakota shall at least monthly submit billings to users for use of the Waste Water System. Mid-Dakota will bill at rates established from time-to-time by City and provided in writing to Mid-Dakota. All payments (including amounts collected by Mid-Dakota through the use of a collection agency or litigation) shall be made directly to Mid-Dakota. Any payments erroneously received by City shall be immediately forwarded to Mid-Dakota.

5. Charges for Waste Water System Administration and Repair.

- a. For billing and minor administrative services, Mid-Dakota shall be paid an amount equal to 25% of the water rate per thousand gallons of water as established by Mid-Dakota's Board of Directors from time-to-time for the "Residential" rate category; This amount will be charged per waste water customer per month.

- b) In addition to the fee for billing and minor administrative services, Mid-Dakota shall be paid 110% of its actual labor cost (salary, FICA taxes and fringe benefits) for services provided by Mid-Dakota employees in connection with the general administration of the Waste Water System and any Repairs to the Waste Water System (including contract administration);
- c) Mid-Dakota shall be reimbursed its actual cost of materials, engineering services, legal services, other consulting services and other out-of-pocket expenses incurred in connection with the general administration of the Waste Water System and any repairs to the Waste Water System (including contract administration); and
- d) City shall also pay Mid-Dakota a fee to assist with the cost of Mid-Dakota's liability insurance in an amount equal to 6% of the amounts paid to Mid-Dakota under subsections a) and b) above (the "Insurance Fee"). The Insurance Fee shall be paid monthly as set out below in section 6; provided, however, that if there are not sufficient revenues over the course of the year to cover the cost of the Insurance Fee, the City shall pay any shortfall to Mid-Dakota within 30 days of receipt of a billing from Mid-Dakota.

6. Payment.

- a) Amounts received or collected by Mid-Dakota from users of the Waste Water System shall be disbursed by Mid-Dakota as follows:
 - i. First, to Mid-Dakota for any amounts due Mid-Dakota from City pursuant to the terms of this Agreement;
 - ii. Second, any balance remaining shall be paid to City.
- b) If the amounts collected by Mid-Dakota are less than the amount due Mid-Dakota pursuant to the terms of this Agreement, City shall pay the balance due to Mid-Dakota.
- c) Any payment due from other party pursuant to this Agreement shall be made promptly upon billing, and no later than the 10th day of each month.

7. Indemnification.

City hereby agrees to indemnify and hold Mid-Dakota harmless from and against any and all claims, causes, actions and cause of action of any kind or nature whatsoever (including costs and reasonable attorney fees) arising out of or related to Mid-Dakota's duties and obligations pursuant to this Agreement, except as otherwise provided herein. Without limiting the generality of the foregoing, City specifically agrees that it will indemnify and hold Mid-Dakota harmless from and against any claims relating to or arising out of the following:

- a) Mid-Dakota's billing and collection practices; or
- b) Inspections and repairs of the Waste Water System.

Nothing in this paragraph 7 shall require City to be responsible for or defend against claims, causes, actions or causes of action arising solely from errors or omissions of Mid-Dakota, its officers, employees or agents.

8. Waiver of Liability.

City acknowledges and agrees that, pursuant to the terms of this Agreement, Major Repairs may not be undertaken by Mid-Dakota unless and until approved by City (unless Mid-Dakota in good faith deems the need for repair to be an emergency, in which case Mid-Dakota may make or contract for such repairs after giving such notice to City as may be practical in the circumstances, but without City's prior written consent). City further acknowledges that Mid-Dakota will not have an employee on-site full-time, and that it will not necessarily conduct inspections on a day-to-day basis. City acknowledges and agrees that Mid-Dakota's planned mode of administration is reasonable, given the size of the Waste Water System.

In consideration of the foregoing and the other terms and conditions of this Agreement, and to the fullest extent allowed by applicable law, City hereby waives any and all claims City may have, now or in the future, against Mid-Dakota arising out of or related to personal injury or property damage relating to administration of, or repairs to, the Waste Water System not arising solely from the errors or omissions of Mid-Dakota, its officers, employees or agents.

9. Termination.

Either party may terminate this Agreement at any time upon 60 days' written notice to the other.

11. Miscellaneous.

Time is of the essence in the performance of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by a written document, executed with the same formalities as this Agreement. City agrees to adopt whatever resolutions, ordinances or rules are necessary and appropriate to authorize and implement the terms of this Agreement. This Agreement shall not be effective unless or until it is properly authorized by the City governing body or other authorized persons.

Dated this 23 day of Jan 2017
2015.

MID-DAKOTA RURAL WATER SYSTEM, INC.

BY: James McMillan
ITS: Connie Aymar

ATTEST:

Kurt Pfeifle
General Manager

(CORPORATE SEAL)

Dated this _____ day of _____, 2015.

CITY OF ALPENA, SOUTH DAKOTA

BY: Shawn Arpner
ITS: MAYOR

ATTEST:

Shawn Arpner, Finance Officer
Title:

AGREEMENT FOR CONTRACTING SERVICES

OPERATION OF FRAWLEY RANCHES, INC(EPA#2343)

This Agreement for Contracting Services ("Contracting Agreement") is effective June 1, 2018 by and between Frawley Ranches, Inc, 6835 St. Onge Road Spearfish, South Dakota 57783 (herein called "Owners"), and Black Hills Certified Operators, LLC, with the principle place of business at 900 Laurel Street, Whitewood, South Dakota 57793 ("herein called Contract Operator").

RECITALS

Whereas, the Owners desires to engage the Contract Operator to render certain professional and technical services ("Services") to manage the operations and maintenance of the Water System described in Section 2 of this agreement and provides compensation to the Contract Operator; and

Whereas, the Contract Operator may employ personnel who have the expertise in providing the Services and desires to render the Services to the owners; and

Whereas, the Owners have accepted the Proposal for Water Management Services provided by the Contract Operator dated May 14, 2018 and accepted same on May 25, 2018;

Now, therefore, in consideration of the forgoing premises and the covenants here contained, Association and Contract Operator mutually agree as follows:

AGREEMENT

Definitions:

The term "Owner" shall mean Frawley Ranches, Inc (EPA#2343) located East of Spearfish on Acorn Ridge Road, South Dakota. Mailing address for the owner is:

**Frawley Ranches, Inc
6835 St. Onge Road
Spearfish, SD 57783**

The term "Contract Operator" shall mean Black Hills Certified Operators, LLC, the entity entering into this Contracting Agreement to perform Services for the Owner. Mailing address for the Contract Operator is:

**Black Hills Certified Operators, LLC
900 Laurel Street
Whitewood, SD 57793**

The term "Services" shall include hiring qualified personnel to perform all obligations, duties, requirements, and responsibilities required to the successful completion by the Contract Operator of the Duties listed in Section 4 of this Agreement.

The term "Water System" shall be all inclusive of the water system at the Frawley Ranch Development, Well #3 as identified by EPA ID#2343 and owned by Frawley Ranch, Inc.

Section 1 – Certified Operators and Operator in Responsible Charge

Certified Operators: Robert Glenn, Operator in Responsible Charge
 SD Operator #2831
 Water Distribution III
 Water Treatment II
 Wastewater Collection III
 Wastewater Treatment I

 Gabrielle Wolff, Certified Operator
 SD Operator #3169
 Water Distribution II
 Water Treatment II
 Wastewater Collection II

And those other state certified operators that may be used by the Contract Operator to fulfill the terms of this agreement.

Section 2 – Description of the System

Review of the available information indicates your water system currently serves a population of approximately 25 people with 15 active service connections. Water is being supplied by a well on the property. Water storage consists of an underground storage tank storing approximately 50,000 gallons. No chlorination is currently being performed but has been recommended.

Section 3 – Purpose of the Agreement

The purpose of this agreement is to fulfill the requirement established by the South Dakota Department of Environment and Natural Resources (DENR) under the currently adopted Drinking Water Standards and that the system is managed and operated by a certified operator and to insure that a professional level of operation and maintenance is performed on the Water System.

Section 4 – Responsibilities of the Water System Owners

Follow requirements and recommendation made by DENR in and through their inspectors and staff.

Responsible for the expense of water testing at either Midcontinent Lab of Rapid City, SD or the State Health Lab, Pierre, SD; and for postage.

Provide certified operator with all testing records and requirements, maps, and other pertinent information available concerning current and previous operation of the system.

Authorize water operator to order tests and test bottles as needed.

Should additional travel be required, mileage will be reimbursed at \$.45 per mile.

Coordinate the services of plumbers, electricians, and contractors, if needed.

In performing the Services, the Contract Operator shall comply with all applicable federal, state, and local laws relative to the Services.

Section 6 – Payment

As consideration for the Contract Operators performance of Services in a manner consistent with the standards and requirements of this Contracting Agreement, the Owner shall pay contract Operator \$350.00 per month plus all applicable taxes for the Basic Service (as described in Section 5). The Owner shall pay the Contract operator for Additional Services (as described in Section 5) at a rate of \$45 per hour plus \$20 for each site visit that is in addition to the Basic Services, including all applicable taxes. The Contract Operator will provide the Owner with an invoice for any Basic Services. Additional Services, Contract Operators expenses for any parts, supplies or equipment used or installed in the Water System, and costs of applicable taxes on the 1st of each month. The Owner will make payment to the Contract Operator on or before the 10th of each month for Services performed and expenses involved during the billing period. Failure to make payments as described above shall be considered a breach of this contract. The Contract Operator shall have the right to immediately terminate services for breach of contract.

The Owner and the Contractor Operator both acknowledge this system is currently a non-regulated system as defined by SDDENR. SDDENR has expressed the need to update this status to a regulated Public Drinking Water System as defined by SDDENR. The Contract Operator will be compensated for time worked to bring the Owner's system into compliance at a rate of \$45.00 per hour. The Contract Operator shall provide the Owner with a detailed invoice of all time billed under this section. The Owner acknowledges this work is outside the basic service outlined above.

Section 7 – Dates

The term of this Contracting Agreement shall begin June 1, 2018 and end June 1, 2019. Contract may be amended and extended as needed with written consent of both parties.

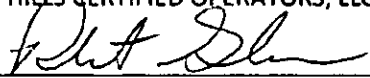
Section 8 – No Representations as to Quality or Quantity

It is understood and agreed, that the Contract Operator does not make any representation as to the quality or quantity of the water provided by the Owner's system.

In Witness Whereof, the Owner and the Contract Operator have executed this Contracting Agreement as of the date first written.

SIGNATURE PAGE FOLLOWS

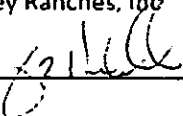
BLACK HILLS CERTIFIED OPERATORS, LLC

By:  5-29-18

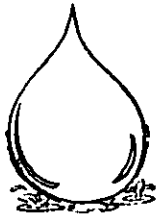
Robert Glenn, Owner

Date

Frawley Ranches, Inc.

By:  5/29/18

Date



Clearwater Consulting & Water Management, LLC

PO Box 761, Black Hawk, SD 57718

Phone: (605) 786-4366

email: clearwater@rap.midco.net

June 14, 2018

Under Canvas Inc
Mr Jeremy Budge, Director of Development
1172 Happy Lane
Belgrade, MT 59714

Subject: Contract for Services
Water System Operation and Oversight
Under Canvas, Mt. Rushmore Water System
Near Keystone, South Dakota

2364
Rushmore Under
Canvas

Dear Mr. Budge:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to submit this proposal to provide water system operation and oversight services at the Under Canvas, Mt. Rushmore Water System located near Keystone, South Dakota. Available information indicates that the water system currently serves 45 campsites and 2 bath houses. Water is currently supplied from one well. One 10,000 gallon reservoir is located on site. Chlorination and iron removal systems are currently under design with installation to be completed in the near future.

We have assumed the following in preparation of this task and cost summary:

1. Electrical costs, treatment chemicals, laboratory testing and state and local taxes are not included in our estimate.
2. Services and fees for wastewater management are not included in our estimate.
3. System equipment will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, well pits, equipment enclosures, etc.

TASK SUMMARY

Based on the above information and information provided by you, we propose to provide the following services.

System Operation Services

- visit the site one time weekly to inspect treatment system, well pumps and/or storage tanks,
- provide timely water sampling and testing as necessary to comply with state and federal regulations,
- maintain sampling and testing records as necessary to comply with state and federal regulations,
- provide a monthly report of activities as well as copies of appropriate laboratory reports for Under canvas Inc.,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations,
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the available information, we anticipate costs of \$600.00 per month to complete the referenced scope.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, water meter installation and repair, meter reading, water line repair and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of the Under Canvas Inc. and will be charged at a rate of \$60.00 per hour. Please note that a minimum of three hours, from the time of notification, will be required to respond to an emergency call out or other requested non-routine service.

Please be advised that Clearwater Consulting reserves the right to revise the estimated costs presented above on an annual basis (from the date of this proposal).

Clearwater Consulting has extensive experience in the operation/sampling of water systems such as yours. We will be able to provide your water system with a full range of services including water sampling, system operation and management, system maintenance, and reliable/on-time compliance monitoring and reporting. We can also, upon request, provide optional services including water right application preparation, business plan preparation, water treatment system design and installation, water meter installation, disinfection by-product monitoring plan preparation, implementation and reporting, consumer confidence report preparation, storage tank inspections, testing waiver application and processing, well siting/permitting, meter reading and water system administrative/billing.

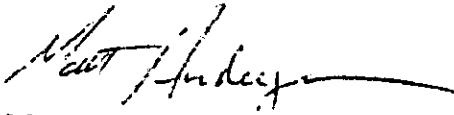
Clearwater Consulting is fully certified, licensed and insured. Certificates of insurance, copies of business licenses, certifications and references are available upon request.

Please note that contract review and approval are required by the DENR. Should you chose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

This contract, if initiated, can be terminated for cause or convenience by either party with 30 days written notice. In the event of termination, Clearwater Consulting will be entitled to invoice Under Canvas Inc for services performed through the effective date of termination.

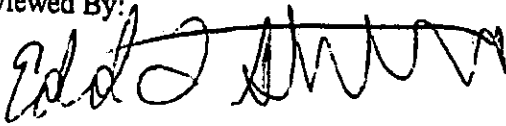
Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to give us a call at 605-786-4366.

Respectfully,



Matthew P. Anderson
Clearwater Consulting and Water Management, LLC
7005 Timberline Road
Black Hawk, SD 57718

Reviewed By:



Edmund L. Striebel, PG
Clearwater Consulting and Water Management, LLC
7005 Timberline Road
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE	
Signature	<u>Jeremy Budge</u> Date <u>6/19/2018 1:35:17 PM PDT</u>
Typed/Printed Name	<u>Jeremy Budge</u>
Company	<u>Under Canvas Inc.</u>

AGREEMENT

This agreement (the "Agreement") is made and entered into effective June 26th, 2018, ("Effective Date") by and between Robert Montis, (hereinafter referred to as the "Contractor"), and the City of Dell Rapids, of P.O. Box 10, Dell Rapids, South Dakota, 57022 (hereinafter referred to as the "City"), sometimes collectively referred to as the ("Parties").

WITNESSETH:

This Agreement is made and entered into under the following circumstances:

A. WHEREAS, the City desires, on the terms and conditions stated herein, to contract with Contractor for the operation, service and maintenance of the Dell Rapids Waste Water Treatment Sequence Batch Reactor Facility;

B. WHEREAS, Contractor currently holds certification as a Class III Wastewater Treatment System Operator and certification for Class III Wastewater Collection; and

C. WHEREAS, Contractor desires, on the terms and conditions stated herein, to perform the duties required by the City as set forth herein and as determined by the City's Public Works Director.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the promises, covenants, terms and conditions contained herein, the Parties hereto agree as follows:

1. **Term.** Subject to earlier termination as provided for in Section 9 hereof, the City hereby retains Contractor, and Contractor hereby agrees to perform the duties as required by the City, for a term commencing on June 26, 2018, and expiring one (1) year thereafter ("Term of Agreement"). At the expiration of the initial Term of this Agreement, at the agreement of both Parties, this Agreement may be renewed annually each single year thereafter, or for such other term, or on other terms and conditions, as the Parties agree in writing. The performance of the Contractor will be reviewed annually by the City's Public Works Director prior to the anniversary date of this Agreement based upon performance criteria and goals provided in writing to the Contractor at the beginning of the period under review.

2. **Representations and Warranties.** The Contractor hereby represents and warrants to the City that the Contractor (i) is not subject to any restrictions affecting Contractor's ability to perform the duties required hereunder for the City, (ii) is not subject to any written confidentiality or nonuse/nondisclosure agreement affecting the Contractor's obligations hereunder, (iii) has brought to the City no trade secrets, confidential business information, documents, or other personal property of a prior employer, and (iv) will personally provide his services to perform the duties and obligations required in this Agreement as the operator of the Dell Rapids Waste Water Treatment Sequence Batch Reactor Facility.

3. **Duties.** The Contractor shall be in direct responsible charge of all operations and maintenance of the Dell Rapids Waste Water Treatment Sequence Batch Reactor Facility, in accordance with established policies established by the City and the South Dakota Department of Environment and Natural Resources (DENR), and to further achieve the goals, objectives, standards of the City and the DENR, and facilitate each of the objects and purposes of the City, Contractor agrees to use his best efforts, skill and knowledge to serve the City in a manner satisfactory to the City, and shall diligently and faithfully perform all other functions as may be assigned by the City's Public Works Director.

Specifically, Contractor shall perform the following duties:

1. Operate the Dell Rapids Waste Water Treatment Sequence Batch Reactor Facility.
2. Assist with meeting discharge in accordance with NPDES Permit on regular basis.
3. Assist with the sampling of all discharges including by-passes.
4. Assist with the operational, maintenance, and administrative records of all wastewater system activities.
5. Be available at all times for emergency situations. This availability is not to conflict with the full-time duties of the position at the City of Sioux Falls.
6. Assist with the supervision of system personnel and their work activities
7. Assist with providing good safe working environment
8. Analyze operational data to determine changes and improvements for more efficient operation
9. Assist with establishing operator training program
10. Shall be on-site a minimum of 1 hour per week
11. Shall maintain a valid operator certificate while this contract is in effect
12. Be available for on-site inspections Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections
13. Shall act as as the City of Dell Rapids Waste Water Class III Treatment Operator responsible for the signature of DENR and EPA permitting.

4. **Compensation.** During the initial Term of this Agreement, the Contractor shall be entitled to an hourly fee in the amount of \$50.00 per hour payable by the City each month.

5. **Expenses.** In his capacity as Operator of the Dell Rapids Waste Water Treatment Sequence Batch Reactor Facility, Contractor shall direct that all services, supplies, materials and repairs necessary for the operation of said Facility be billed directly to the City. Contractor shall be responsible for his own cellular phone costs, home office expenses, travel to and from the Facility and any costs to maintain his Class III certifications.

6. **Conflicting Interests.** Contractor agrees that during the Term of this Agreement Contractor shall not participate in, directly or indirectly, any position, known by him to be adverse or antagonistic to the City. Nothing in this Section 6 shall prohibit Contractor from continuing his work for the City of Sioux Falls. This position is not intended to conflict with any of the responsibilities associated with current employment with the City of Sioux Falls.

7. **Termination.** Notwithstanding the provisions of Section 1 hereof, at the election of the City the Term of this Agreement shall terminate prior to the end of the period of time specified in Section 1, immediately upon:

- (a) The death of Robert Montis or his incapacitation for a period exceeding 5 days which would make him unable to perform his duties; or
- (b) Failure to maintain certification as a Class III Wastewater Treatment System Operator and certification for Class III Wastewater Collection; or
- (c) The existence of Cause. For purposes of this Agreement, the term "Cause" shall be defined as:
 - (i) Failure of the Contractor to perform the duties required of the Contractor in this Agreement in a manner satisfactory to the City, in its sole discretion;

provided, however, that the Term of Agreement shall not be terminated pursuant to this subparagraph (i) unless the City first gives the Contractor a written notice ("Notice of Deficiency"). The Notice of Deficiency shall specify the deficiencies in the Contractor's performance of the Contractor's duties. The Contractor shall have a period of thirty (30) days, commencing on receipt of the Notice of Deficiency, in which to cure the deficiencies contained in the Notice of Deficiency. In the event the Contractor does not cure the deficiencies to the satisfaction of the City, in its sole discretion, within such thirty (30) day period, the City shall have the right to immediately terminate the Term of this Agreement. The provisions of this subparagraph (i) may be invoked by the City any number of times and cure of deficiencies contained in any Notice of Deficiency shall not be construed as a waiver of this subparagraph (i) nor prevent the City from issuing any subsequent Notices of Deficiency; or

(ii) Any dishonesty by the Contractor in the Contractor's dealings with the City, the commission of fraud by the Contractor, negligence in the performance of the duties of the Contractor, insubordination, willful misconduct, or the conviction (or plea of guilty or nolo contendere) of the Contractor of any felony, or any other crime involving dishonesty or moral turpitude; or

(d) At the election of either party at any time by giving the other party at least 30 days written notice of the election to terminate this Agreement.

Upon termination of this Agreement, Contractor will return to the City any property belonging to the City including without limitation computers, office supplies, money and documents, except for any property the City specifically agrees in writing that the Contractor may keep.

8. **Assignability; Successors and Assigns.** This Agreement and the rights and duties created hereunder, shall not be assignable or delegable by the Contractor. The City shall have the right to assign this Agreement, in whole or in part and any or all of the rights and duties hereunder, to any successor, purchaser or assignee of the City's wastewater utility and the Contractor shall be bound by such assignment.

9. **Relationship.** It is understood and agreed that Contractor's relationship to the City is that of an independent contractor, and not an agent or employee of the City. Contractor shall be responsible for all taxes due and owing on remuneration paid by the City to Contractor.

10. **Captions.** The captions of this Agreement are for convenience only, and shall not be construed to limit, define, or modify the substantive terms hereof.

11. **Acknowledgments.** The Contractor and City hereby acknowledges that the Parties have been provided with a copy of this Agreement for review prior to signing it, that the Parties have been given the opportunity to have this Agreement reviewed by the Parties respective attorneys prior to signing it, that the Parties understands the purposes and effects of this Agreement, and that the Parties have been given a signed copy of this Agreement for their own records.

12. **Severability.** Each section, subsection, and lesser section of this Agreement

constitutes a separate and distinct undertaking, covenant, or provision hereof. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

13. **Waiver.** The failure of a party to enforce any term, provision, or condition of this Agreement or failure to insist upon strict performance of a covenant hereunder or any obligation hereunder at any time or times shall not be deemed a waiver of that term, provision, or condition for the future, nor shall any specific waiver of a term, provision, or condition at one time be deemed a waiver of such party's right to demand compliance therewith in the future.

14. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their legal representatives, proper successors or assigns, as the case may be.

15. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of South Dakota.

16. **Cooperation.** The parties shall cooperate fully with all reasonable requests for information and participation by the other, their agents, or their attorneys, in prosecuting or defending claims, suits and disputes brought on behalf of or against one or both of the parties and in which the either party is involved or about which either party has knowledge.

17. **Amendments.** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all the Parties.

18. **Miscellaneous.** This Agreement and the agreements referred to herein constitute the entire agreement between the parties hereto concerning the subject matter hereof, and supersede all prior memoranda, correspondence, conversations, negotiations and agreements. This Agreement may be executed in several identical counterparts that together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Contractor

Robert J. Montis
Robert Montis

City of Dell Rapids

By: Thomas J. Earley
Tom Earley, Mayor

Attest: Claire Baartman
Claire Baartman,
Municipal Finance Officer

